

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 12		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 95		3. EFFECTIVE DATE November 22, 2006		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C	
						10B. DATED (SEE ITEM 13) 1/1/04	
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, the "Limitation of Funds" clause, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated <u>Estimated Cost</u>	Shared Savings <u>Fee</u>	Award Fee <u>Earned</u>	Potential <u>Award Fee</u>	Contract <u>Value</u>	Total Sum <u>Allotted</u>
Prev. Base Total	\$681,106,894	\$0	\$22,922,532	\$16,439,600	\$720,469,026	\$603,051,590
This Modification	\$439,967	\$0	\$0	\$26,398	\$466,365	\$0
Rev. Base Total	\$681,546,861	\$0	\$22,922,532	\$16,465,998	\$720,935,391	\$603,051,590

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Beverly G. Hayes, FEDCOM BU Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Beverly G. Hayes <small>(Signature of person authorized to sign)</small>	Nov. 21, 2006	BY /s/ Jeffrey S. Jackson <small>(Signature of Contracting Officer)</small>	Nov. 22, 2006

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to definitize the Contractor's proposal SAIC-P-023, entitled "Marshall Space Flight Center (MSFC) Exploration Systems Mission Directorate (ESMD) Support" that was submitted in response to NASA/MSFC letter Request for Proposal dated October 5, 2006. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$850,751. This increase is by \$38,690 (from \$502,133,842 to \$502,172,532) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$401,277 (from \$178,973,052 to \$179,374,329) for Option Year 1 reflected as CLIN 003 in paragraph (b), and by \$410,784 (from \$175,669,369 to \$176,080,153) for Option Year 2 reflected in paragraph (b) as CLIN 005. The total of Potential Award Fee is increased by \$51,045. This increase is by \$2,321 (from \$5,696,497 to \$5,698,818) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$24,077 (from \$10,743,103 to \$10,767,180) for Option Year 1 reflected as CLIN 003 in paragraph (b) and by \$24,647 (from \$10,544,880 to \$10,569,527) for Option Year 2 reflected as CLIN 005 in paragraph (b). These amounts are further allocated by contract year as follows:

Paragraph (a)

	Estimated Cost	Potential Award Fee
12/1/06 - 12/31/06	\$ 38,690	\$ 2,321
1/1/07 - 6/30/07	\$200,638	\$12,038
7/1/07 - 12/31/07	<u>\$200,639</u>	<u>\$12,039</u>
TOTAL	\$439,967	\$26,398

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.

- C. Under Section B, Clause B.6, Contract Funding, an amount of \$10,769 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 75% of the Potential Award Fee for the periods 7/1/06 to 12/31/06 and 1/1/07 to 6/30/07. Contractor billing of provisional award fee for any period shall not exceed 75% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITEs Fee Determination Official. This action will not result in a revised coverage date.
- D. Attachment J-1, Performance Work Statement, Section 3.1.7, Exploration Systems Mission Directorate (ESMD) Support, is revised to reflect incorporation of the effort for which this contract action is executed. The effort delineated herein shall commence on December 1, 2006.
- E. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the referenced proposal for "Marshall Space Flight Center (MSFC) Exploration Systems Mission Directorate (ESMD) Support." It is noted that this definitization amount exceeds \$550,000 and adjusts the associated subcontract amounts. This plan will not be numbered but will be incorporated as part of Attachment J-7. Future subcontracting plan supplements will also be incorporated as part of this attachment. It is noted that the cumulative contract value associated with this plan supplement, and future plan supplements, will include contract value increases that fell below the threshold requiring submission of a small business subcontracting plan supplement, if applicable. Therefore, the cumulative value page of each supplement will also reflect definitization of these proposals.
- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$466,365 (from \$720,469,026 to \$720,935,391) in recognition of the actions taken in (A) through (E) above.
- G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2
B-3
B-5
B-8
J-1-21
N/A

Page(s) Added

B-2
B-3
B-5
B-8
J-1-21
Mod. 95 SubK Plan Pages 1- 6

- H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

NASA/MSFC letter
Request for Proposal
PS31-J/AA02C-06-224
dated October 5, 2006

Contractor
Proposal Number

SAIC proposal SAIC-P-023
dated November 1, 2006
and submitted via SAIC letter
SAIC-06-465 dated
November 1, 2006

- I. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,792,101		\$4,851,221	\$0
Base Year 2	1/1/05-6/30/05	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 90,970,318		\$5,162,909	
Base Year 3	1/1/06-6/30/06	\$ 94,048,190		\$5,301,669	
Base Year 3	7/1/06 - 12/31/06	\$ 94,940,986			\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
TOTAL Base		\$502,172,532		\$22,922,532	\$5,698,818
Option Year 1	1/1/07-6/30/07	\$91,133,711			\$ 5,470,381 AF (\$4,157,490 SF) (\$1,312,891 OF)
Option Year 1	7/1/07 - 12/31/07	\$88,240,618			\$ 5,296,799 (\$4,025,567 SF) (\$1,271,232 OF)
TOTAL Opt. 1		\$179,374,329			\$10,767,180
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL	\$681,546,861		\$22,922,532	\$16,465,998

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				

001****	1	Job	\$502,172,532	\$28,621,350
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			Estimated Amount	Maximum Amount
002	1	ID/R	\$0	\$1,500,000

****The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				

003*	1	Job	\$179,374,329	\$10,767,180 AF (\$8,183,057 SF) (\$2,584,123 OF)
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			Estimated Amount	Maximum Amount
004*/**	1	ID/R	\$0	\$500,000 (Exercised)

* No costs against CLINS 003 and 004 shall be expended prior to 1/1/07.
 **The actual value of CLIN 004 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Unexercised)				

005	1	Job	\$176,080,153	\$10,569,527 AF (\$8,032,841 SF) (\$2,536,686 OF)
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			Estimated Amount	Maximum Amount
006	1	ID/R	\$0	\$500,000 (Unexercised)

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	\$270,275	\$275,791 (1/1/04 to 3/30/04)
	3/31/04- 6/30/04	\$2,426,056	\$ 2,572,649 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF) ** (\$617,436 OF) ***
Base Year 1	7/1/04 - 12/31/04	\$4,851,221	\$ 5,207,408 AF (\$3,957,630 SF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05	\$4,910,402	\$ 5,270,936 AF (\$4,005,911 SF) (\$1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05	\$5,162,909	\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06	\$5,301,669	\$ 5,645,252 AF (\$4,290,392 SF) (\$1,354,860 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
Option Year 1	1/1/07-6/30/07		\$ 5,470,381 AF (\$4,157,490 SF) (\$1,312,891 OF)
Option Year 1	7/1/07 - 12/31/07		\$ 5,296,799 (\$4,025,567 SF) (\$1,271,232 OF)
Option Year 2	1/1/08-6/30/08		
Option Year 2	7/1/08 - 12/31/08		

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

(b)(4)



B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

(b)(4)

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$571,752,159. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through June 1, 2007.

(b) An additional amount of \$31,299,431 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$571,762,928	(\$10,769)	\$571,752,159
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 75%)	\$8,366,130	\$10,769	\$8,376,899
Award Fee Earned	<u>\$22,922,532</u>	<u>\$0</u>	<u>\$22,922,532</u>
Total Sum Allotted*	\$603,051,590	\$0	\$603,051,590

*The contractor shall not expend an amount greater than the total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 prior to January 1, 2007.

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

3.1.3 System for Administration, Training and Educational Resources for NASA (SATERN)

The contractor shall provide course content development for the SATERN system and strategic planning for e-training. The contractor shall also ensure course content development (e.g., IT Security training, IEMP training, Safety and Mission Assurance training) compliance with Federal Accessibility Standards as well as the Sharable Content Object Reference Model (SCORM).

3.1.4 Web Time and Attendance Distribution System (WebTADS)

The contractor shall provide software development and sustaining support as well as production support activities for the WebTADS. Effective November 15, 2005, the work in this section shall be performed as part of PWS 4, IEMP Integration Services.

3.1.5 NASA Acquisition Internet Services (NAIS)

The contractor shall provide software development and sustaining support as well as production support activities for the NAIS.

3.1.6 Dryden Flight Research Center (DFRC) Applications Support

The contractor shall provide sustaining and production support for the DFRC applications until transition to the IEMP suite of applications. This responsibility shall include the installation of the core Agencywide software systems and sustaining support of any site-unique changes to the core. The contractor shall provide support for the transition and for any interfaces required by those site-specific systems that will not be replaced by IEMP. The applications include:

- a. Dryden Accounting and Resource Tracking System (DARTS).
- b. Labor Distribution and Tracking (LABOR) System.
- c. Time and Attendance and Distribution System (TADS).
- d. Integrated Security Information System (ISIS).
- e. NSMS site unique.
- f. NEMS site unique.
- g. NPDMS site unique.
- h. AMS site unique.
- i. NPPS site unique.

3.1.7 Exploration Systems Mission Directorate (ESMD) Support

The contractor shall provide software development, sustaining support, system and database administration, application administration, as well as production support **and training** for the Integrated Collaborative Environment (ICE) including WindChill, ProjectLink, PDMLink, Cradle, Active Risk Manager, wInsight, CITRIX, Primavera, Vignette, an Integration broker, *Tibko*, and *Wiki*.

6 Pages removed for the following reason: (b)(4)